

KHS v. ULTIAMTE

**EXHIBIT C: DIFFERENCES BETWEEN PLAINTIFF'S VERDICT FORM
(EXHIBIT A) AND DEFENDANT'S VERDICT FORM (EXHIBIT B)**

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VERDICT FORM

When answering the following questions and filling out this Verdict Form, please follow the directions provided throughout the form. Your answer to each question must be unanimous. Some of the questions contain legal terms that are defined and explained in detail in the Jury Instructions. Please refer to the Jury Instructions if you are unsure about the meaning or usage of any legal term that appears in the questions below.

We, the jury, unanimously agree to the answers to the following questions and return them under the instructions of this court as our verdict in this case.

FINDINGS ON INFRINGEMENT CLAIMS

A. Direct Literal Infringement

1. Has Ultimate literally infringed any one of the claims of KHS's patent?

Yes _____ No _____

B. Infringement By Doctrine of Equivalents

2. Has Ultimate infringed any one of the claims of KHS's patent pursuant to the Doctrine of Equivalents?

Yes _____ No _____

C. Willful Infringement

32. If Defendant's product is found to infringe the KHS patent, did Defendant make and sell the accused product in bad faith? Has Ultimate willfully infringed any one of the claims of KHS's patent?

Yes _____ No _____

FINDINGS ON INVALIDITY DEFENSES

D. Obviousness

43. For all of KHS's patent claims you have found that Ultimate has infringed, are all of those claims invalid due to obviousness?

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Yes _____ No _____

FINDINGS ON DAMAGES

E. Lost Profits

5. Has Plaintiff shown that it is entitled to lost profits as a measure of damages resulting from Ultimate's infringement of KHS's patent?

Yes _____ No _____

64. If the jury finds that KHS is entitled to lost profits, What amount in money do you award to KHS for lost profits due to Ultimate's infringement of KHS's patent?

\$ _____

F. Reasonable Royalty

7. Has Plaintiff shown that it is entitled to a reasonable royalty as a measure of damages resulting from Ultimate's infringement of KHS's patent?

Yes _____ No _____

8. If the jury finds that KHS is entitled to a reasonable royalty, what would be the reasonable royalty per infringing product sold ?

\$ _____ per musical instrument stand sold

9. If the jury finds that KHS is entitled to a reasonable royalty, what amount in money do you award to KHS as a reasonable royalty due to Ultimate's infringement of KHS's patent?

\$ _____

5. What amount in money do you award to KHS for Ultimate willfully infringing KHS's patent?

\$ _____

You have now reached the end of the verdict form and should review it to ensure it accurately reflects your unanimous determinations. The Presiding Juror should then sign and date the verdict form in the spaces below and notify the Security Guard that you have reached a verdict. The Presiding Juror should retain possession of the verdict form and bring it when the jury is brought back into the courtroom.

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DATED: _____, 20____	By: _____ Presiding Juror